

## **REMARKS**

By the *Office Action* of 18 March 2010, Claims 7, 9-14, and 16-22 are pending in the Application, and all pending claims are rejected. Applicant thanks the Examiner with appreciation for the careful consideration and examination.

By the present *Response*, Claims 7, 9-14, and 16-22 remain pending in the Application. Specifically, Claims 7, 9-13, 18-20, and 22 are currently amended; Claims 14, 16-17, and 21 remain as previously presented; and Claims 1-6, 8, and 15 remain canceled. No new matter is believed introduced by this submission, as the amendments to the claims are supported at least by the originally-filed claims.

Applicant submits this *Response* solely to facilitate prosecution. As such, Applicant reserves the right to present new or additional claims in this Application that have scope similar to, or broader than, those originally filed. Applicant also reserves the right to present additional claims in a later-filed continuation application that have scope similar to, or broader than, those originally-filed. Therefore, any amendment, argument, or claim cancellation is not to be construed as abandonment or disclaimer of subject matter.

It is respectfully submitted that the present Application is in condition for allowance for at least the reasons set forth below.

### **I. Interview Summary Statement**

Applicant sincerely thanks Examiner Wong for the telephonic interview held on 15 July 2010 between Examiner Wong and Attorney Alicia Brewster. During the interview, the pending claims, proposed claim amendments, and the rejections were discussed, and the Examiner suggested that Applicant file a *Response* to the outstanding *Office Action*.

If for any reason the Examiner does not consider the foregoing written summary complete and accurate, the Examiner is respectfully requested to contact the undersigned so that the undersigned can supplement this statement.

### **II. Claims Rejections Under 35 U.S.C. § 112 ¶ 1**

The Examiner rejects all pending claims under 35 U.S.C. § 112 ¶ 1 as allegedly not being enabled by the *Specification*. Specifically, the Examiner alleges that the *Specification* is limited

to individual insureds being identical within a contract. *Office Action*, p. 2. Applicant respectfully disagrees with this rejection.

The Examiner alleges that the *Specification* gives examples in which the individual insureds are all identical. *Id.* The Examiner further alleges that in these examples, the market value of each individual insured is obtained by dividing the aggregate contract market value by the number of individual insureds, and thus, the Examiner suggests that the claimed invention cannot extend to non-identical insureds in which dividing by the number of individual insureds will not work to calculate the market value at the individual insured level. *Id.* This method of calculation suggested by the Examiner would indeed be inapplicable to non-identical insureds, but this is not the method of market value calculation recited in the claims or disclosed in the *Specification*.

Applicant agrees that the examples in the *Specification* illustrate tracking both stable and market values at the individual insured level in one of the most simplistic situations, where the individual insureds are identical. These examples are provided for illustrative purposes only, because of their simplicity, and do not limit the scope of the claims. “Limitations and examples in the specification do not generally limit what is covered by the claims.” MPEP § 2164.08. The examples provided include only identical insureds because this situation is a simplistic one, and not because an identically-insured situation is the only application of the claimed invention.

The method of calculating market value at the individual insured level suggested by the Examiner is not a method recited in Applicant’s claims or illustrated in the *Specification*. For example, as shown by the “Individual Insured” column of TABLE 5 of the *Specification*, the value can be determined for an individual insured by subtracting an assessment value from the current market value, and these calculations need not involve dividing the entire market value by the number of individual insureds. *Specification*, TABLE 5. The stable value at the individual insured level can be determined, as shown, by subtracting an adjusted assessment value from the current stable value at the individual insured level. *Id.* To perform these calculations, one need not divide the aggregate contract market value by the number of individual insureds. The fact that, in the given examples, the market value can be verified by dividing the aggregate contract market value by the number of individual insureds in no way indicates that this is the manner in which the claimed invention determines market values for individual insureds. To the contrary, the fact that verification can be performed in this manner further illustrates why identically-

insured situations were selected as examples, because in these situations, the calculations can be easily verified as providing the desired results. Repeatedly, the *Specification* indicates and illustrates by example that calculations are performed at the individual insured level, and the claims recite applying an assessment to the market value at the individual insured level. To suggest that the calculations consist of dividing the aggregate contract market value by the number of insureds is to ignore the recitations of the claims and the teaching of the *Specification*, including the provided examples, which do not perform calculations in this manner.

One skilled in the art would recognize how to apply the calculations of the provided examples to situations in which the individual insureds are non-identical. The *Specification* illustrates the calculations performed to determine a new market value for a single individual insured. *See, e.g., Id.* at TABLE 5. One skilled in the art would recognize that analogous calculations could be performed for each individual insured independently, so that whether the insureds are identical would not matter for the purpose of calculating the market value and the individual insured level. Thus, as done for identical individual insureds, for each non-identical individual insured, an assessment can identified and applied to the market value, and then adjusted and applied to the stable value. Regardless of whether the insureds are identical, determining the market value for a single individual insured can be performed as recited in the claims, that is, by applying an assessment to the current market value at an individual insured level and by also applying an adjusted assessment to the current stable value at an individual insured level.

Accordingly, because one skilled in the art would recognize how to apply the claimed invention to non-identical insureds, as discussed above, Applicant believes the claims to be enabled. Applicant therefore respectfully requests withdrawal of the rejection under § 112 ¶ 1.

### **III. Claims Rejections Under 35 U.S.C. § 112 ¶ 2**

The Examiner rejects all pending claims under 35 U.S.C. § 112 ¶ 2 as allegedly failing to particularly point out and distinctly claim the subject matter regarded as the invention. Applicant herein presents clarifying claims amendments and respectfully submits that this rejection to the pending claims is moot in view of the clarifications. Applicant therefore respectfully requests withdrawal of the rejection under § 112 ¶ 2.

#### **IV. Fees**

This *Response* is being filed within four months of the *Office Action*, so a one-month extension of time fee is believed due and is paid with this submission. This *Response* does not increase the number of independent claims or the total number of claims beyond the number paid for upon filing. Thus, no claim fees are believed due. No further fees are believed due. Nonetheless, authorization is hereby expressly given to charge any unpaid fees or credit any overpayment to Deposit Account No. 20-1507 for acceptance of this submission.

#### **CONCLUSION**

This *Response* is believed a complete response to the *Office Action* of 18 March 2010. By this *Response*, Claims 7, 9-14, and 16-22 are pending in the Application for examination purposes, and the Application has been placed in full condition for allowance. It is respectfully requested that the rejections be withdrawn and that the case be processed to issuance in accordance with Patent Office business.

Should the Examiner have any further questions or reservations, the Examiner is invited to telephone the undersigned Attorney at 404.885.3178.

Respectfully submitted,

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